

Florensis General Conditions

General conditions of October 2012 for the sale and delivery of products by the limited companies according to Dutch law Florensis B.V., Florensis Breeding B.V., Toscana Breeding B.V., the general partnership Floha vof, with its seat in Zwijndrecht and Florensis Cut Flowers B.V., with its seat in Rijnsenhout, all companies hereinafter individually to be called: "Florensis".

Article 1: Applicability

1.1 These conditions apply to all offers from and all orders to Florensis for the sale and delivery of products by Florensis, and to all agreements with Florensis with respect thereto. The General sales and delivery terms of Plantum for ornamental and horticulture cultivation material and plants as well as horticulture materials, as filed with the Chamber of Commerce Rotterdam, Gouda office, on 21 May 2012 (also called General terms for ornamental plant and nutritional horticulture production of Plantum: the Plantum conditions) are likewise applicable, but only to the extent that the Florensis conditions do not deviate from them. A copy of the Plantum conditions will be sent immediately on request. They can also be consulted at www.plantum.nl.

1.2 The applicability of conditions of the other party or customer of Florensis (hereinafter: buyer) is hereby expressly excluded.

1.3 Provisions that deviate from these conditions or from the Plantum conditions can be invoked by the buyer only if and to the extent that these provisions are accepted by Florensis in writing. Verbal agreements with and usual practices from the buyer are therefore binding on Florensis only after and to the extent that they have been agreed by Florensis in writing.

Article 2: Definitions

In these conditions, the following terms have the following meaning: - products: plants, genetic material from ornamental plant varieties, including (processed) seeds, cuttings and plant material, as well as cultivation material and/or ornamental and (nutritional) horticultural plants as well as horticulture

materials

- buyer: both the direct and the indirect other party or customer from Florensis, including - even if solely - a licensee from Florensis.

- force majeure: each circumstance outside the control of Florensis, foreseen or unforeseen at the time of conclusion of the agreement, which wholly or partly impedes or seriously hinders the implementation of the agreement by Florensis, and also, in so far not yet included, crop failure, production of seeds of insufficient quality, diseases in the enterprise of Florensis or its suppliers, transport problems, labour strikes, government measures, fire, water, frost or storm damage, disturbance in the supply of basic materials, water and energy, and lack of or late delivery by suppliers for whatever reasons.

- special production: products which do not appear in Florensis' catalogues or ordering lists, or products which are to be delivered outside normally applicable delivery weeks for Florensis, and which products after an order from the buyer Florensis either orders from a third party or produces itself outside the normally applicable period for Florensis for growing such products, in both cases in a slightly larger amount than in the order by the buyer, with a view to the usual risk and rate of failure.

- crop and processing reservation: a reservation by Florensis with respect to any delivery in accordance with the buyer's order to account for factors and uncertainties within the natural process of production after planting of seeds, after the raising of mother plants for the production of cuttings and after taking cuttings, which factors and uncertainties cannot always be controlled or influenced, even if they are known.

- delivery EXW: delivery EXW as meant in the Incoterms 2000.

- usual trading quality: a product quality which is deemed to be at least average within the (Dutch) supply side sector of seeds, cuttings or plants.

Article 3: Offers, orders and agreements

3.1 All offers by Florensis in product catalogues, ordering lists or specific quotes, including all offers on internet, are non-binding. For that reason, Florensis can refuse any order with respect to any offer within 7 days from the order date without need for explanation. Florensis does not sell to private persons.

3.2 Orders by the buyer are irrevocable.

3.3 Verbal orders, also through intermediaries, result in an agreement as confirmed in writing by Florensis, or in the absence of such confirmation, in an agreement in conformity with the actual implementation by Florensis.

3.4 The buyer should exclusively refer in his acceptances and in his orders to product names and numbers as mentioned in Florensis' catalogues and ordering lists. In the case of special production, the applicable names and numbers are as used by Florensis in the contacts with buyer.

3.5 Agreements oblige Florensis to the sale and delivery of usual trading quality under the Florensis crop and processing reservation and barring force majeure. If at any time before, during or after the agreement Florensis has rendered advices, of whatever nature, these advices only form part of the agreement with Florensis, or form a separate agreement with Florensis, and only have significance and legal effect within the relationship between parties, if these advices were given in writing and buyer has agreed to owe to Florensis for these advices a separate compensation.

3.6 Florensis is under no obligation of any guarantee or warranty for achieving the purpose or result which the buyer seeks to realise with the products as purchased, also not if any advices given by Florensis related to the use of such products with a view to such purpose or result.

Article 4: Prices, amounts and weights

4.1 Unless mentioned differently, all prices quoted are exclusive of taxes and/or duties/levies which will be applied by any government with respect to the products (to be) sold either before or at the time of delivery or export, and they are exclusive of all cost of third party licensee rights and of cost of transport or sending paid for by Florensis.

4.2 If after the conclusion of the agreement but before delivery, one of the factors determining the cost price of the products increases (including an increase in the relevant currency exchange rate), Florensis is entitled to increase the agreed price in conformity therewith. If the agreed price increases by more than 15%, the buyer can

rescind the agreement by a written notice to Florensis within 7 days after Florensis notified the buyer of the increase.

4.3 The applicable prices are calculated according to the pricing tables mentioned in Florensis' most recent catalogue or ordering list(s). These prices apply to amounts as mentioned in the tables in case of same time taking of the same variety.

4.4 If in an order the desired amount deviates from the Florensis standard amounts or multiples thereof, Florensis is entitled to deliver the next higher standard amount.

4.5 The smallest product amount mentioned in Florensis' catalogues/ordering lists is the minimum amount which can be ordered. The minimal order value is EUR 250.

4.6 In case of special production, Florensis is entitled to deliver more than the agreed amount if the number of well developed products ordered or grown by Florensis enables Florensis thereto, and the buyer pays a pro rata higher price than the agreed price in proportion to the higher amount delivered, with a maximum of 10% of the original purchase price.

4.7 Each quoted weight of an amount to be delivered by Florensis is a weight on a net basis unless mention to the contrary.

Article 5: Delivery period and delivery

5.1 Delivery periods stated by or agreed with Florensis are approximate delivery periods only. Delivery will take place within a reasonable period if no specific period has been stated or agreed.

5.2 The delivery period is based upon the circumstances applicable at the time

of the conclusion of the agreement and upon the assumption of timely delivery by third parties of all materials/products necessary for the implementation by Florensis of the agreement. If a delay occurs as a result of new circumstances after the conclusion of the agreement or as a result of late delivery by third parties, the delivery period is extended as is reasonable taking into account all circumstances.

5.3 All products are deemed to be delivered once they stand ready for transport.

5.4 Exceeding any delivery period with a maximum of two weeks does not entitle the buyer to suspension or rescission of the agreement, and also not to any damages.

5.5 Exceeding the delivery period with more than 2 weeks entitles the buyer to rescission in whole or in part of the agreement, but only if this is done in writing within 7 days after the two weeks period. In the case of such late performance, Florensis is also entitled to rescind the agreement in part or in whole. In the circumstances foreseen in this article, Florensis does not owe the buyer any damages.

5.6 Delivery is ex works (EXW), unless otherwise agreed. On delivery, the risk connected to the products in question, with all that is connected thereto, is transferred to the buyer.

5.7 The buyer located in a different EU Member State than the Netherlands will inform Florensis in writing of his correct VAT identification number. Furthermore, the buyer shall provide all necessary information and documents that Florensis requires as proof that the products have been delivered in a different EU Member State than the Netherlands. The buyer will indemnify Florensis for all claims resulting from and all negative consequences of the buyer not or not entirely complying with the provisions in this article. Florensis reserves the right to increase the price payable by the buyer with the VAT rate that would apply to the delivery in question in the event of delivery within the Netherlands.

Article 6: Crop and processing reservation

All offers from, all agreements with and all deliveries/advices by Florensis are subject to the crop and processing reservation as such is usual with respect to products to be delivered in the (Dutch) business sector in which Florensis is active. If Florensis invokes this reservation with justification and in writing, the consequence is that any offer from or agreement with Florensis is withdrawn or rescinded, but only for the part that is effected by invoking the reservation, without Florensis owing any substitute obligations or any damages.

Article 7: Reservation of title

7.1 All products delivered by Florensis remain the property of Florensis until the time of full payment of all claims of Florensis on the buyer with respect to the underlying agreement or any comparable agreements, including claims for damages, costs and interest. The buyer has no right of retention with respect to any such products for whatever reason. Once the buyer is in breach with his payment obligations, Florensis is entitled to remove all that has remained its property from the buyer's premises and buildings. The buyer will facilitate this removal as much as possible.

7.2 The buyer is obliged to store the products that have been delivered subject to retention of title with the necessary care and in such a manner that the products can be identified as property of Florensis.

Article 8: Trays

8.1 Trays and packaging, except single-use packaging, delivered by Florensis together with the products remain at all times the property of Florensis. These trays must be stored by the buyer free of soil or plant material until the time of returning them to Florensis, in a proper manner and in a suitable storage place, all for the account and risk of the buyer.

8.2 The buyer or third parties through the buyer's doing are not allowed to use the trays and packaging of Florensis. If such use takes place anyway, the buyer owes Florensis for each tray used an amount of EUR 10 per week or part of a week that this use continued.

8.3 The trays and/or their in mould labels and other durable packaging must not be written on, blurred, covered or otherwise damaged or made unusable. Any costs due to cleaning, repairing, replacing and/or destroying trays so affected are for the account of the buyer.

8.4 Trays are to be returned through Florensis taking them back at the time of the next delivery to the buyer from the place of delivery, unless a different agreement applies. If at the time of a delivery a next delivery is not yet planned, Florensis will (have a third party) pick up the trays at a time to be agreed with the buyer at the place of the earlier delivery, in which case the costs of taking back the trays are for the account of the buyer

and will be charged to the buyer separately.

8.5 If at the agreed time for returning the trays they are not free of soil or plant material and if they are not ready for return at the place agreed therefore, all extra costs for Florensis with respect to such shortcomings are for the account of the buyer and will be charged to the buyer separately.

Article 9: Breeder's rights or contractual protection of notified and registered varieties

9.1 Source material of varieties belonging to the ornamental horticulture, which are protected by a requested or granted breeder's right and/or which are protected by a contractual chain or continuous stipulation in the European Union and/or any country outside, and also source material of varieties which are marked with a R (for Royalty), cannot be used for multiplication or trade.

9.2 The source material as delivered can only be used by the buyer for the cultivation of finished ornamental products at the buyer's premises. The buyer is obliged to pass on this restrictive clause by way of chain or continuous obligation to his customers.

9.3 The buyer is only allowed to sell the finished product resulting from the source material delivered to him under the applicable variety name and any applicable trade name.

9.4 The buyer owes to Florensis an immediately due penalty of EUR 0,55 per multiplied plant if any of the afore mentioned stipulations are breached and such breach is attributable to the buyer. Florensis is entitled to additionally claim compensation for the actual damages incurred from the party at fault.

9.5 Florensis is entitled to enter the buyer's enterprises and/or any premises under buyer's control, where Florensis delivered source material is present, during normal working hours and without the need of any advance warning, in order to review and assess that material.

9.6 At the first request of Florensis, the buyer shall allow Florensis inspection of his administration for the purpose of verification of buyer fulfilling his obligations meant in this article.

9.7 Should the buyer discover a mutant in a protected variety, the buyer must immediately inform both Florensis and the holder of the breeder's rights of this by registered letter.

9.8 The buyer shall release to the holder of the breeder's right at his written request trial material of such mutant within a period of 2 months from receipt of the request.

9.9 The buyer is aware that the finder of a mutant in a protected variety requires permission from the growers of the maternal strain to exploit the mutant.

9.10 The buyer is specifically aware that the finder of a mutant requires permission from the holder of the breeder's right with respect to the maternal strain to carry out the following activities regarding all material of the variety, including material harvested (including therefore flowers, plants and parts of plants), namely:

- a. produce or duplicate/multiply (propagate)
- b. conditioning for the purpose of propagation
- c. offering for sale
- d. sell or trade in any other way
- e. export and/or import
- f. holding in stock for any of the above under a through e mentioned purposes.

9.11 Florensis can nominate a representative – including an independent third party – who will have the right to implement and realize its rights mentioned in this article, including the right to inspect the buyer's administration for the purpose of verification of buyer fulfilling his obligations meant in this article.

9.12 The buyer grants permission to wholesalers, auctions, importers and/or exporters to provide information to the holder of the breeders' rights and/or his representative regarding the quantity of harvested product that the buyer trades of the variety of the holder of breeders' rights. In addition, the buyer grants specific permission to the auctions to provide information to the holder of the breeders' rights and/or his representative regarding the quantity of his product that is traded at the auction under the code 'other'.

Article 10: Complaints

10.1 Florensis sells at least usual trading quality. The buyer is obliged to immediately inspect the products after delivery.

10.2 Complaints with respect to quality delivered or immediately visible damages must be done to Florensis in writing within 12 hours from delivery.

10.3 Complaints with respect to the number, the weight or the appearance of products (other than in relation to the quality delivered or immediately visible damages) must be done to Florensis in writing within 7 working days from delivery.

10.4 Complaints with respect to the capacity of germination or machine based purity must be done to Florensis in writing immediately after discovery, and cannot successfully be made any more after sixty days after delivery.

10.5 Complaints with respect to the genuineness or purity of a variety must be done to Florensis in writing immediately after discovery, and at any rate in the next growing season after purchase as soon as the crop is developed sufficiently for a correct examination thereof.

10.6 The buyer shall hold all products that he has complained about at Florensis' disposal for his own account.

10.7 All buyer's claims in connection with complaints with respect to the products delivered are legally barred from pursuing if the buyer has not observed the above mentioned obligations and the time periods which are part thereof.

10.8 All buyer's claims are equally barred and without legal effect if the buyer has traded the products delivered or if they are changed, processed or damaged or if the buyer is in breach with the fulfilment of any obligations that he has towards Florensis under any agreement.

10.9 If a claim is correct and (to be) recognized, Florensis will deliver satisfactorily as yet, without any right existing for the buyer to claim substitute or additional damages. If replacement or additional delivery is reasonably impossible for Florensis, or senseless for the buyer according to objective criteria having regard to the passing of time, Florensis shall instead credit the buyer for the price paid to the extent that this price relates to the unsatisfactory part of the products delivered.

Article 11: Liability

11.1 Florensis' liability in connection with possible inadequacies in products as delivered is limited to the additional or replacement delivery or to the credit relief mentioned in Article 10.9.

11.2 Florensis is never obliged to pay substitute or additional damages except and in so far as the damage suffered was inflicted intentionally or by the gross negligence of Florensis or its own employees. Florensis' liability for loss of profits or reputation damages, however, is always excluded, except in the case of intention or conscious recklessness by the management of Florensis.

11.3 In all cases in which Florensis is obliged to pay damages, these will never be higher than, at its option, either the invoice value of the products delivered or of the advices rendered in connection with which the damages were incurred, or, if the damages are covered by an insurance policy of Florensis, the amount that is actually paid out by the insurer with respect thereto.

11.4 Any claim toward Florensis, except those recognized by Florensis, lapses after a period of 12 months from the time the claim arose.

11.5 Florensis' employees and representatives, or independent contractors brought in by Florensis for the implementation of the agreement, can, toward the buyer, invoke all means of defence afforded by the agreement as if they themselves were party to that agreement.

11.6 The buyer will hold harmless and indemnify Florensis, its employees, its independent contractors and its representatives for each claim by third parties in connection with the products delivered, the advices rendered and/or any other part of the agreement implemented by Florensis.

Article 12: Buyer's default

12.1 If the buyer does not fulfil one or more of his contractual obligations toward Florensis or does not fulfil them on time or adequately, all claims of Florensis on the buyer are immediately due without Florensis being obliged to give to the buyer any prior notice of default.

12.2 In the case of buyer's default under any agreement with Florensis, all obligations from Florensis toward the buyer lapse, both under the agreement in question and under all other agreements between the parties.

Article 13: Payment

13.1 The buyer shall pay within 30 days from the date of invoice, unless advance payment has been stipulated or a longer payment period has been agreed in writing. In case delivery has taken place but an invoice has not yet been sent, the buyer shall pay the agreed upon price within 30 days from delivery.

13.2 If the buyer shall not have paid within the period mentioned in the previous section, he is automatically in default and without any need for further notice to that effect he will owe an interest of 1 % per month or part of a month from the due date over the amount unpaid including VAT, and without diminishing any other rights that Florensis is entitled to.

13.3 All payments by buyer will take place without a right of suspension, discount or set off, into a bank account as directed by Florensis.

13.4 At the request of Florensis, the buyer shall offer security for his present or future obligations flowing from the agreement as concluded. As long as the security is not put up, Florensis is entitled to suspend its own obligations from the agreement. If the security is not put up within a reasonable time stated by Florensis, Florensis is entitled to rescind the agreement in writing in whole or in part without any obligation to pay damages and without diminishing any of its other rights.

13.5 All costs of collection incurred by Florensis, both of a court procedural or non procedural nature, are for the account of the buyer. The costs are at least 15% of the sum unpaid.

Article 14: Rescission and suspension

14.1 If the buyer does not fulfil one or more of his obligations, or does not fulfil them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of his business, or if his assets are attached in whole or in part, Florensis is entitled to suspend the implementation of the agreement or to rescind the agreement in whole or in part, at its option, by

a written statement without the need for a prior notification of default, and with full reservation of any claim to which it is entitled for cost, damages and interest.

14.2 The buyer is not entitled to cancel any order as soon as Florensis has received it, regardless of any performance under the order. If the buyer cancels any order anyway, for whatever reason, he is still obliged to pay the price that the order relates to.

Article 15 Disputes and applicable law

15.1 All disputes between Florensis and buyer shall be heard exclusively by the competent court in the Court District of Rotterdam.

15.2 In addition, Florensis is at all times entitled to summon the buyer to appear before the court which is competent by law or by virtue of the applicable international convention.

15.3 All agreements with Florensis are subject to Dutch law.

15.4 In the case of a conflict between the Dutch version of these general conditions and the English version thereof, the Dutch version shall prevail.